

BASF

SENT BY: TECHLAW

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TechLaw, Inc.
12030 Sunrise Valley Drive
Suite 200
Reston, VA 22091

Telecopier Request

Date August 18, 1988

To Audrey Zucker, Esq.

Office U.S. EPA, Region '1 - ORC

Phone 565-3444

From Lisa Bernstein

Office TechLaw

Phone 476-1100

Number of Pages to Follow 8

Audrey -

As you requested, the following
is the BASF Allocation Agreement.
If you have any questions, please
call me.

- Lisa



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*Recycling
Interex*

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED AS
JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS
ENGINEERING SUPERFUND CASE

We, the signatories to this Agreement,

BASF Corporation and its subsidiaries and affiliates. BASF Corporation includes but is not limited to BASF Corporation Information Systems and BASF Corporation Coatings and Inks Division (formerly Inmont Corporation)
First Signatory (as listed in ranked lists)

Recycling Industries, Inc.
Second Signatory (as listed in ranked lists)

Interex Corporation
Third Signatory (as listed in ranked lists)

hereby agree that waste volume listed in Attachment A as a volume assessable jointly to E.C. Whitney and us shall henceforth be allocated among or between us, in future versions of the Cannons Engineering Case Volumetric Ranked Lists, according to the following percentages:

AS BETWEEN FIRST AND SECOND SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 100%

AS BETWEEN FIRST AND THIRD SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO THIRD SIGNATORY (in %): 100%

Representations of the parties signatory hereto are solely for the limited purpose of establishing an allocation of jointly assessed volumes between or among them for inclusion in the revised Volumetric Ranked Lists for the Cannons Engineering Corporation (CEC) sites. Such representations in no way constitute an admission by any signatory party that it transported, caused or arranged for the transportation of, or generated any of the hazardous or nonhazardous substances or wastes which went to any of the CEC sites. The parties signatory hereto expressly reserve all rights they may have to oppose or to defend against any action or claim brought by the EPA or any other party with respect to the CEC sites.

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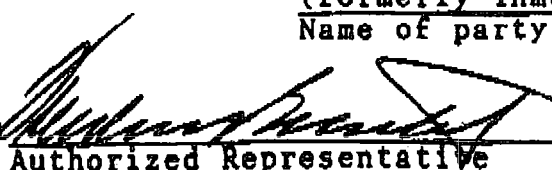
The parties signatory agree that in and as consideration for this Agreement, and in full satisfaction of its obligations for the volume allocated hereunder, BASF Corp. shall pay to EPA (or its designee), on behalf of Interex Corp. and Recycling Industries, Inc., \$244,141 and \$1,219.00, respectively, which sums are intended by the parties signatory to be credited by EPA against the cash payments due from Interex Corp. and Recycling Industries, Inc. under paragraph 6 ("Settling Parties' Responsibilities at Nashua Site") of the contemplated consent decree with EPA. BASF Corp. shall make these payments at or before the date set forth in the final consent decree for such payments to be made by Interex Corp. and Recycling Industries, Inc.

The parties signatory further agree that in and as further consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature, at law or in equity, relating to the Cannons Engineering Case ("Claims") that they have or hereafter may have respecting the volume allocated under this Agreement. The parties signatory acknowledge and agree that this Agreement is intended to effect a complete settlement of all Claims between and among themselves respecting the volume allocated under this Agreement. This release is not intended to release any Claims that either party signatory may have against any person not a party to this Agreement (other than successors or assigns of a party signatory), which claims each party signatory expressly reserves.

NOW THEREFORE, THE FOREGOING IS HEREBY AGREED.

FIRST SIGNATORY: BASF Corporation and its subsidiaries and affiliates. BASF Corporation includes but is not limited to BASF Corporation Information Systems and BASF Corporation Coatings and Inks Division (formerly Inmont Corporation)

Name of party as listed in ranked lists


By:  Vice Chairman -
Chief Financial & Administrative Officer
Authorized Representative Title
Frederick W. Bernthal
Date: July 13, 1988

SECOND SIGNATORY: Recycling Industries, Inc.

Name of party as listed in ranked lists

By:  
Authorized Representative Title

Date: July 6, 1988



THIRD SIGNATORY: Interex Corporation
Name of party as listed in ranked lists

By: *David M. Jones* *Authorized Agent*
Authorized Representative Title

Date: *July 6, 1988*

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ATTACHMENT A

BASF/E.C. WHITNEY VOLUME

	<u>Bridgewater Window</u>	<u>Plymouth Window</u>	<u>Londonderry Window</u>	<u>Nashua Window</u>
Interex Corp.	84,219	84,219	48,902	5,442g (adjusted by EPA factor)
Recycling Industries, Inc.	1,650	1,650		

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signing
Interex
BASF

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED AS
JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS
ENGINEERING SUPERFUND CASE

We, the signatories to this Agreement,

BASF Corporation and its subsidiaries and affiliates. BASF
Corporation includes but is not limited to BASF Corporation
Information Systems and BASF Corporation Coatings and Inks
Division (formerly Inmont Corporation)
First Signatory (as listed in ranked lists)

Recycling Industries, Inc.
Second Signatory (as listed in ranked lists)

Interex Corporation
Third Signatory (as listed in ranked lists)

hereby agree that waste volume listed in Attachment A as a volume
assessable jointly to Inmont Corporation and us shall henceforth be
allocated among or between us, in future versions of the Cannons
Engineering Case Volumetric Ranked Lists, according to the following
percentages:

AS BETWEEN FIRST AND SECOND SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 100%

AS BETWEEN FIRST AND THIRD SIGNATORIES--

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 0%

JOINT VOLUME ALLOCATED TO THIRD SIGNATORY (in %): 100%

Representations of the parties signatory hereto are solely for the
limited purpose of establishing an allocation of jointly assessed
volumes between or among them for inclusion in the revised Volumetric
Ranked Lists for the Cannons Engineering Corporation (CEC) sites.
Such representations in no way constitute an admission by any
signatory party that it transported, caused or arranged for the
transportation of, or generated any of the hazardous or nonhazardous
substances or wastes which went to any of the CEC sites. The parties
signatory hereto expressly reserve all rights they may have to oppose
or to defend against any action or claim brought by the EPA or any
other party with respect to the CEC sites.

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The parties signatory agree that in and as consideration for this Agreement, and in full satisfaction of its obligations for the volume allocated hereunder, BASF Corp. shall pay to EPA (or its designee), on behalf of Interex Corp. and Recycling Industries, Inc., \$250.00 and \$1,706.00, respectively, which sums are intended by the parties signatory to be credited by EPA against the cash payments due from Interex Corp. and Recycling Industries, Inc. under paragraph 6 ("Settling Parties' Responsibilities at Nashua Site") of the contemplated consent decree with EPA. BASF Corp. shall make these payments at or before the date set forth in the final consent decree for such payments to be made by Interex Corp. and Recycling Industries, Inc.



The parties signatory further agree that in and as further consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature, at law or in equity, relating to the Cannons Engineering Case ("Claims") that they have or hereafter may have respecting the volume allocated under this Agreement. The parties signatory acknowledge and agree that this Agreement is intended to effect a complete settlement of all Claims between and among themselves respecting the volume allocated under this Agreement. This release is not intended to release any Claims that either party signatory may have against any person not a party to this Agreement (other than successors or assigns of a party signatory), which claims each party signatory expressly reserves.

NOW THEREFORE, THE FOREGOING IS HEREBY AGREED.

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Name of party as listed in ranked lists

By:  Vice Chairman -
Chief Financial & Administrative
Authorized Representative Title Officer
Frederick W. Bernthal
Date: July 13, 1988

SECOND SIGNATORY: Recycling Industries, Inc.
Name of party as listed in ranked lists

By:  
Authorized Representative Title
Date: July 5, 1988

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THIRD SIGNATORY: Interex Corporation
Name of party as listed in ranked lists

By: David M. Jones Authorized Agent
Authorized Representative Title

Date: July 5, 1988

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ATTACHMENT A

BASF (INMONT CORP.) VOLUME

	<u>Bridgewater Window</u>	<u>Plymouth Window</u>	<u>Londonderry Window</u>	<u>Nashua Window</u>
Interex Corp.	107g	107g	107g	0 (adjusted by EPA factor)
Recycling Industries, Inc.	1,527g	1,527g	298g	5g

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